UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-2(c) **Greenbaum, Rowe, Smith & Davis LLP** Metro Corporate Campus One P.O. Box 5600 Woodbridge, New Jersey 07095 (732) 549-5600 Attorneys for A. Joseph Stern David L. Bruck, Esq.	
In re: **SHALOM TORAH CENTERS,** **Debtor(s).**	Chapter 11 Proceeding **Case No.: 10-15444-KCF**

CERTIFICATION OF A. JOSEPH STERN IN OPPOSITION TO THE MOTION OF THE AVI CHAI FOUNDATION FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)(1), FOR WAIVER OF THE REQUIREMENTS OF FED. R. BANKR. P. 4001(a)(3), AND FOR CERTAIN RELATED RELIEF

A. JOSEPH STERN, of full age, certifies and says as follows:

1. I am a present and past donor of the religious schools owned and operated by the Debtor. I am a real estate entrepreneur and have been involved in the development, sale and management of commercial and residential real estate ventures for the past forty years.

2. Several years ago, in connection with the acquisition and funding of the school, I introduced Shalom Torah Centers ("Shalom") to then Amboy National Bank, now known as "Amboy Bank" and requested that Amboy provide financing to Shalom. Amboy did provide financing to Shalom and made a series of loans enabling Shalom to acquire its existing schools and also to fund its operation. In order to facilitate the financing, I agreed to guarantee repayment of the loans to Amboy.

3. One of the loans made by Amboy to Shalom encumbers property in Marlboro, New Jersey used as a school (the "Property"). Amboy's loan on the Property is approximately $2,100,000. Avi Chai Foundation holds a second mortgage on the

Property. For nearly two years, I have been making the debt service payments to Amboy for the mortgage on this Property and have continued to do so post petition.

4. On August 2, 2010, this Court entered an Order: (i) authorizing the Debtor to obtain post-petition financing from me; (ii) authorizing Debtor to enter into a modification of its existing mortgages with Amboy Bank ("Amboy") which modification includes the delivery, in escrow, of deeds in lieu of foreclosure to Amboy; (iii) modifying the automatic stay to permit the delivery, in escrow, of deeds in lieu of foreclosure to Amboy, the releasing of those deeds from escrow in the event of a default by the Debtor under the modification agreement, and matters pertaining thereto; and (iv) granting post-petition liens to Amboy and me, and priority administrative expense status to me. A copy of the Order is attached hereto as **Exhibit A**. Pursuant to the Order, I have agreed to continue making the debt service payment to Amboy through August, 2012. Accordingly, Avi Chai is not prejudiced since there is no threat of foreclosure, nor is the debt to Amboy in arrears. The Avi Chai mortgage does not accrue interest so the Loan is not increasing.

5. I am making the current debt service payments to Amboy, and will continue to do so for the next two years or until the Amboy loans are satisfied, whichever comes first.

6. On June 22, 2009, Amboy had an appraisal performed of the school in Marlboro, New jersey at $5,200,000. A copy of appraisal report is attached hereto as **Exhibit B.**

7. The aggregate balance of the Amboy first mortgage ($2,100,000) and the Avi Chai second mortgage ($612,000) is $2,712,000. Accordingly, there is an equity cushion of approximately $3.1 million behind the Amboy first mortgage, more than adequate to protect Avi Chai.

8. Moreover, the Property serves as the main school operated by the Debtor and is necessary to any successful reorganization.

9. Additionally, I am verifying the facts set forth in the brief in opposition to Avi Chai's Motion to Vacate the Automatic Stay.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

A. JOSEPH STERN

Dated: September 7, 2010